

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

CLERK, U. S. DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
FILED
12-15-00
MICHAEL N. MILBY, CLERK
BY DEPUTY *H. J. P. P.*

UNITED STATES OF AMERICA

V.

STEPHANIE LYNN WOODS (1)

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§

CRIMINAL NO. H-00-758

PLEA AGREEMENT

COMES NOW the United States of America, by and through its attorneys Mervyn M. Mosbacker, United States Attorney for the Southern District of Texas and Edward F. Gallagher, III, Assistant United States Attorney, and the defendant, Stephanie Lynn Woods, and the defendant's counsel, Cynthia H. Rayfield, and state that they have entered into an agreement, the terms and conditions of which are as follows:

TERMS OF AGREEMENT

1. The defendant, Stephanie Lynn Woods, agrees to plead guilty to Count One of a One-Count Indictment in this case. Count One charges the defendant with conspiring with one or more persons to transfer identification documents knowing that they were produced without lawful authority and furnishing false information regarding identity to the Social Security Administration, in violation of Title 18, United States Code, § 371.

2. As part of this agreement, the United States agrees to not further prosecute the defendant for conduct arising from the charges contained in the indictment and recommend a reduction for acceptance of responsibility if it is recommended by U.S. Probation.

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SUBSTANTIAL ASSISTANCE

3. The defendant further agrees to cooperate fully with the United States and to provide all information relating to any criminal activity known to the defendant, including but not limited to the offense charged in this case. The defendant understands that such information may be provided to any state, local or federal law enforcement agency. In that regard:

- a. The defendant agrees to testify truthfully as a witness before any grand jury as may be requested by the United States, and at any other judicial proceedings when called upon to do so.
- b. The defendant agrees not to participate in or aid and abet others in the commission of any crime, prior to sentencing in this case.
- c. The defendant agrees to be reasonably available for interviews and conferences as the United States may request.
- d. The defendant agrees to provide truthful, complete and accurate information and testimony to any law enforcement authority involved in the investigation of criminal activity.
- e. The defendant agrees to provide all documents, records, writings or tangible objects or materials of any kind in the defendant's possession or under her custody or control relating directly or indirectly to all areas of inquiry and investigation.
- f. At the government's SOLE DISCRETION, a 5k1.1 "Motion for Downward Departure" will be filed if the defendant provides substantial assistance to the government in this investigation and prosecution of other persons who have committed an offense.

g. The defendant understands that not just "any information" will constitute substantial assistance.

h. Further, the defendant understands that "sole discretion" refers specifically to the United States and its assistant United States attorney's decision regarding the existence and completion of "substantial assistance" by this defendant.

i. If the defendant should fail in any way to fulfill completely all of the obligations under this Plea Agreement, the United States will be released from its obligations under the Plea Agreement. Thus, for example, if at any time the defendant retains, conceals or disposes of assets in violation of this Plea Agreement; or if the defendant knowingly withholds evidence, or otherwise is not completely truthful with the United States, or in testimony before the grand jury or at trial; or if the defendant knowingly OMITTS information or gives false information to the United States relating to her or another's participation in criminal activity, then:

1) The defendant may be prosecuted for perjury, false declaration, false statement, and/or obstruction of justice or any other offenses that may have been committed;

2) any information and documents that have been disclosed by the defendant, whether prior to or subsequent to this Plea Agreement, and all leads derived therefrom will be used against the defendant in any prosecution;

3) The United States will be permitted to recommend to the court any sentence it considers appropriate, up to and including the maximum possible sentence.

j. A breach of any provision of this Plea Agreement, if contested by the parties, shall not be determined by the court in any proceeding but shall be determined solely by the United States.

PENALTY/SUPERVISED RELEASE

4. The penalty for a violation of Title 18, United States Code, Section 371, is to include a term of imprisonment of up to five (5) years and/or a fine of not more than \$250,000.00; and a period of supervised release of up to three years. The defendant also acknowledges and understands that if she should violate the conditions of any period of supervised release which may be imposed as part of her sentence, then the defendant may be imprisoned for the entire term of supervised release without credit for time already served on the term of supervised release prior to such violation. The defendant cannot be placed on probation or have the imposition or execution of the sentence suspended. Further, the defendant is not eligible for parole.

ASSESSMENT

5. Prior to or at the time of sentencing, the defendant will pay to the United States District Court a special assessment in the amount of one hundred dollars (\$100.00), as required in Title 18, United States Code, Section 3013(a)(2)(A). The payment will be by certified check payable to the United States District Court Clerk, c/o Chief, Financial Litigation Unit, U.S. Attorney's Office, P.O. Box 61129, Houston, Texas 77208.

FINE

6. The defendant understands that the Court is permitted, pursuant to Section 5E1.2(d) of the Sentencing Guidelines and Policy Statements, to order the defendant to pay a fine that is sufficient to reimburse the government for the costs of any imprisonment, term of supervised release and probation, if any are ordered.

7. The defendant agrees that any fine or restitution imposed by the Court will be due and payable immediately.

FINANCIAL AFFIDAVIT AND STIPULATIONS

8. The defendant agrees to file a sworn financial affidavit that any fine or restitution imposed by the Court will be due and payable immediately. The defendant also agrees not to attempt to avoid paying any fine or restitution imposed by the Court through any proceeding pursuant to the United States Bankruptcy Code. The defendant hereby waives all rights, if any, to obtain discharge or to delay payment of any fine or restitution obligation or alter the time for payment by filing a petition pursuant to the Bankruptcy Code. The defendant hereby stipulates that enforcement of any fine or restitution obligation by the United States or a victim is not barred or affected by the automatic stay provision of the United States Bankruptcy Code (Title 11, United States Code, Section 362), and that enforcement of any fine or restitution obligation by the United States is a valid exercise of its police or regulatory power within the meaning of Title 11, United States Code, Section 362(b). The defendant hereby stipulates and agrees not to institute or participate in any proceeding to interfere with, alter, or bar enforcement of any fine or restitution obligation pursuant to the automatic stay or other provision of the Bankruptcy Code in any case filed by the defendant or the defendant's creditors. Upon request of the United States or the victim, the defendant will execute an order or stipulation granting the United States or the victim relief from the automatic stay or other Bankruptcy Code provisions in order to enforce any fine or restitution obligation. The defendant hereby stipulates that any fine or restitution obligation imposed by the Court is not dischargeable in any case commenced by the defendant or the defendant's creditors pursuant to the Bankruptcy Code. The defendant's waivers and stipulations or agreements set forth above are made in exchange for the United States' concessions set forth in this plea agreement.

SENTENCE DETERMINATION

9. The defendant understands that the sentence to be imposed is within the discretion of the sentencing judge. If the Court should impose any sentence up to the maximum established by statute, the defendant cannot, for that reason alone, withdraw a guilty plea and will remain bound to fulfill all of the obligations under this plea agreement.

WAIVER OF APPEAL

10. The defendant is aware that Title 18, United States Code, Section 3742 affords a defendant the right to appeal the sentence imposed. Knowing that, the defendant waives the right to appeal the sentence or the manner in which it was determined, except where the court imposes an upward departure. This agreement does not affect the rights or obligations of the United States as set forth in Title 18, United States Code, Section 3742(b).

11. The defendant is also aware that the United States Constitution and laws of the United States, including Title 28, United States Code, Section 2255, may afford the defendant the right to contest or "collaterally attack" her conviction after that conviction has become final. Knowing that, the defendant waives the right to contest or "collaterally attack" her conviction by means of any post-conviction proceeding.

SENTENCING GUIDELINES, POLICIES AND DISCUSSIONS

12. In agreeing to this waiver, the defendant is aware that a sentence has not yet been determined by the Court. The defendant is also aware that any estimate of the probable sentencing range under the sentencing guidelines, to include Rule 410 "off the record" discussions of possible offense levels categories, that the defendant may have received from the defendant's counsel, the United States or the Probation Office, is a prediction, not a promise, and is not binding on the United States, the Probation Office or the Court. The United States does

not make any promise or representation concerning what sentence the defendant will receive.

Realizing the uncertainty in estimating what sentence the defendant will ultimately receive, the defendant knowingly waives the right to appeal the sentence in exchange for the concessions made by the United States in this plea agreement.

13. The United States reserves the right to carry out its responsibilities under guidelines sentencing. Specifically, the United States reserves the right: (a) to bring its version of the facts of this case including its file and any investigative files to the attention of the Probation Office in connection with that office's preparation of a presentence report; (b) to dispute sentencing factors or facts material to sentencing; (c) to seek resolution of such factors or facts in conference with defendant's counsel and the Probation Office and (d) to file a pleading relating to these issues, in accordance with Section 6A1.2 of the United States Sentencing Guidelines.

PROSECUTION LIMITATIONS

14. The United States agrees that it will not further criminally prosecute defendant in the Southern District of Texas for offenses arising from conduct related to the conspiracy charges in the indictment now known to the United States. This plea agreement binds only the United States Attorney's Office for the Southern District of Texas and the defendant; it does not bind any other United States Attorney.

RIGHTS AT TRIAL

15. The defendant represents to the Court that defendant is satisfied that her attorney has rendered effective assistance. Defendant understands that by entering into this Agreement, she surrenders certain rights as provided in this Agreement. Defendant understands that the rights of defendants include the following:

a. If the defendant persisted in a plea of not guilty to the charges, defendant would have the right to a speedy jury trial with the assistance of counsel. The trial may be conducted by a judge sitting without a jury if the defendant, the United States and the court all agree.

b. At a trial, the United States would be required to present its witnesses and other evidence against the defendant. The defendant would be able to confront those witnesses and her attorney would be able to cross-examine them. In turn, the defendant could, but would not be required to, present witnesses and other evidence on her own behalf. If the witnesses for the defendant would not appear voluntarily, she could require their attendance through the subpoena power of the Court.

c. At a trial, the defendant could rely on a privilege against self-incrimination and decline to testify, and no inference of guilt could be drawn from such refusal to testify. However, if the defendant desired to do so, she could testify on her own behalf.

16. The defendant understands that nothing in this plea agreement, however, will restrict access by the Probation Office or the Court to information and records in the possession of the United States, including that obtained from the defendant.

STIPULATED FACTUAL BASIS FOR PLEA

17. The defendant is pleading guilty because she is in fact guilty of the charges contained in Count One of the Indictment. In pleading guilty to Count One of the Indictment, the defendant acknowledges the facts as stated in the stipulation contained below are true, and were the case to go to trial, the Government would be able to prove beyond a reasonable doubt the following:

In or about August 1998, the defendant was employed as a Claims Development Clerk in the Social Security Administration. The defendant offered to pay money to Sharlene Woods, another employee at SSA, no relation to the defendant, for making numident inquiries and to input SS-5 (application for a Social Security Number) information into the SSA computer database. The defendant offered Sharlene Woods \$200 for each SS-5 input and \$50 for each numident query. The defendant also used her computer to input SS-5 applications and to make numident inquiries for criminal purposes. The defendant knew that this use of her computer and the use of Sharlene Woods' computer was not for a legitimate work related purpose and that the money she paid to Sharlene Woods for these tasks was to compensate her for an unlawful use of the computer. The defendant entered into a conspiracy with Sharlene Woods by agreeing to provide numident printouts to others containing personal information based on a given Social Security number, including mother's maiden name. The defendant also agreed to input SS-5 applications, and caused Stephanie Woods to do the same, which the defendant knew would cause the SSA in Baltimore, Maryland to issue Social Security cards.

The defendant knew that numident information was valuable for the purpose of carrying out credit card fraud in that account holders must provide certain key background information to the credit card company, such as mother's maiden name, in order to activate a new credit card or renew an old credit card. The defendant also knew that holders of a Social Security card are supposed to have legal immigration status in the United States and are permitted to work in the United States. The \$200 dollars defendant paid Sharlene Woods for each SS-5 application was to generate the issuance of Social Security cards to individuals who were otherwise not entitled to receive them. The \$50 defendant paid Sharlene Woods for each numident query was to perpetuate credit card fraud. The defendant acknowledges that credit cards traced to numident queries by her and Sharlene Woods had accounts closed due to fraud losses in excess of \$43,500.

The SS-5 inputs by defendant aided in immigration fraud by allowing individuals without lawful status in the United States to remain in the United States and to work in the United States. Between January 1999 and April 1999, at the direction of Stephanie Woods, and for financial gain, the defendant input 80 SS-5 applications into the SSA database, representing to the SSA that each applicant was a legal resident alien authorized to work in the United States. The vast majority of the applicants had no record with the Immigration and Naturalization service and were therefore not entitled to receive Social Security cards or to work in the United States. The defendant knew that each input of an SS-5 application would be transferred to Baltimore, Maryland where the SSA would issue a Social Security card to the named applicant at the listed address. The identity information furnished to the SSA on the SS-5 applications was false and the identification document issued by the SSA, a Social Security card, was transferred to the applicant which she knew was produced without lawful authority.

19. The defendant and the United States agree that the stipulated factual basis above does not include all relevant conduct that may be considered by the probation office and by the Court for sentencing purposes. The defendant agrees that the stipulated factual basis above concerns acts committed within the Southern District of Texas and elsewhere.

20. This written agreement constitutes the complete plea agreement between the United States, the defendant, and the defendant's counsel. No promises or representations have been made by the United States except as set forth in writing in this plea agreement. The defendant acknowledges that no threats have been made against the defendant and that the defendant is pleading guilty freely and voluntarily because the defendant is guilty. Any modification of this plea agreement shall be valid only as set forth in writing in a supplemental or revised plea agreement signed by all parties.

Stephanie Woods
Stephanie Lynn Woods

SUBSCRIBED AND SWORN TO BEFORE ME on this the 15 day of December, 2000.

By: MICHAEL N. MILBY
TB. Shuman
Deputy Clerk

APPROVED:

E. F. Gallagher III
Edward F. Gallagher III
Assistant United States Attorney

Cynthia H. Rayfield
Cynthia H. Rayfield
Attorney for Defendant

I, Stephanie Lynn Woods, have consulted with my counsel and fully understand all my rights with respect to the indictment pending against me. Further, I have consulted with my attorney and fully understand my rights with respect to the provisions of the Sentencing Guidelines and Policy Statements which may apply in my case. I have read this Plea Agreement and carefully reviewed every part of it with my attorney. I understand this agreement and I voluntarily agree to it.

Dated: 12-15-00

Stephanie Woods
DEFENDANT

**SPECIAL
ASSESSMENT:** \$100.00

APPEAL WAIVER: Applicable

ATTACHMENT: Plea of Guilty